STATE OF TEXAS §

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COUNTY OF FORT BEND §

# THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ON BEHALF OF ITS SCHOOL OF PUBLIC HEALTH

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and The University of Texas Health Science Center at Houston, on behalf of its School of Public Health ("UTHealth"), a state agency and an institution of higher education under the laws of the State of Texas. County and UTHealth are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties executed and accepted that certain **INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ON BEHALF OF ITS SCHOOL OF PUBLIC HEALTH** on or around November 19, 2020; as amended on or about April 12, 2022; and as last amended on or about November 7, 2023, (collectively hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, the Parties desire to amend the Agreement to provide additional services by UTHealth, to increase the Total Maximum Compensation for completion of such services, increase time of performance, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

**NOW, THEREFORE,** in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

- I. **Scope of Services**. County shall pay UTHealth an additional Ninety-Nine and 20/100 dollars (\$99.20) to continue providing services under the terms and conditions of the Agreement.
- II. **Limit of Appropriation**. The Maximum Compensation payable to UTHealth for all Services rendered is hereby increased to an amount not to exceed Two Hundred Ninety-Seven Thousand Eight Hundred Fifty-Six and 20/100 dollars (\$297,856.20) calculated as follows:

(Continued on next page)

Under the original Agreement:	\$122,757.00
Under First Amendment:	\$125,000.00
Under the Second Amendment:	\$50,000.00
Under this Third Amendment	\$99.20
TOTAL of all funds:	\$297,856.20

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. UTHealth clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Ninety-Seven Thousand Eight Hundred Fifty-Six and 20/100 dollars (\$297,856.20) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

UTHealth does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that UTHealth may become entitled to and the total maximum sum that County may become liable to pay to UTHealth under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Ninety-Seven Thousand Eight Hundred Fifty-Six and 20/100 dollars (\$297,856.20).

- III. **Time of Performance**. Time for performance of the Services under this Agreement is extended through November 30, 2025.
- IV. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
- V. **Modifications and Conflict**. Except as provided herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. In the event of conflict, the most recently executed document shall prevail with regard to the conflict.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY	THE UNIVERSITY OF TEXAS
	HEALTH SCIENCE CENTER AT HOUSTON
	Signed by: Valetie Bomben
KP George, County Judge	Authorized Agent – Signature
	Valerie Bomben
Date	Authorized Agent- Printed Name
ATTEST:	Director, Sponsored Contracts
	Title
	7/13/2025
Laura Richard, County Clerk	Date
Lexosha Gale-Lowe, MD Director of Health and Human Servi	ces
	99 70
I hereby certify that funds a accomplish and pay the obligation of	are available in the amount of $\frac{99.20}{1000}$ to of Fort Bend County under this contract for services.
	Robert Ed Sturdivant, County Auditor

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#### **Certificate Of Completion**

Envelope Id: 4720D1AE-03AB-4D87-9E30-5E5B27E72D7B

Subject: AGT004341: PI: Linder\_AmendmentNo.3\_Fort Bend County

Source Envelope:

Document Pages: 3 Signatures: 1 **Envelope Originator:** Initials: 0 Certificate Pages: 5 Nicole Johnson

AutoNav: Enabled

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7000 Fannin Suite 1170D Houston, TX 77030

Nicole.D.Johnson@uth.tmc.edu IP Address: 129.106.71.140

Signed: 7/9/2025 3:28:06 PM

Sent: 7/9/2025 3:28:07 PM

7/13/2025 9:38:59 AM

#### **Record Tracking**

**Signer Events** 

Valerie Bomben

Completed

Status: Original Holder: Nicole Johnson Location: DocuSign

7/8/2025 12:49:51 PM Nicole.D.Johnson@uth.tmc.edu

> Signature **Timestamp**

Stephen Linder Sent: 7/8/2025 12:56:29 PM Completed Stephen.H.Linder@uth.tmc.edu Viewed: 7/9/2025 3:26:41 PM

UTHealth - Master Account

Using IP Address: 2a02:26f7:d162:8fb2:0:b000:0:f

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Accepted: 10/19/2021 2:28:04 PM

ID: 05f2296c-4f11-4d6e-8609-b112e6231987

Valerie.C.Bomben@uth.tmc.edu Director, Sponsored Contracts

The University of Texas Health Science

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** 

Accepted: 3/7/2025 3:26:59 PM ID: b814bd84-1518-470b-b513-6b389ccaa63a Valerie Bonben Viewed: 7/13/2025 9:37:47 AM Signed: 7/13/2025 9:38:59 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 129.106.71.131

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2025 12:56:29 PM
Certified Delivered	Security Checked	7/13/2025 9:37:47 AM
Signing Complete	Security Checked	7/13/2025 9:38:59 AM

Security Checked

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

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#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# How to contact University of Texas Health Science Center At Houston - Campus Wide Deployment:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: amy.lanier@uth.tmc.edu

## To advise University of Texas Health Science Center At Houston - Campus Wide Deployment of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at amy.lanier@uth.tmc.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

# To request paper copies from University of Texas Health Science Center At Houston - Campus Wide Deployment

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to amy.lanier@uth.tmc.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of Texas Health Science Center At Houston - Campus Wide Deployment

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to amy.lanier@uth.tmc.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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## Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify University of Texas Health Science Center At Houston Campus Wide Deployment as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University of Texas Health Science Center At Houston Campus Wide Deployment during the course of your relationship with University of Texas Health Science Center At Houston Campus Wide Deployment.